

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
W. R. GRACE & CO., <i>et al.</i> ¹)	Case No. 01-01139 (JKF)
)	Jointly Administered
Debtors.)	
)	Re: Docket No. 19813.
)	11/24/08 Agenda No. 3

**REVISED ORDER AUTHORIZING THE SALE
OF CERTAIN ASSETS TO ALCO IRON & METAL CO.**

This matter coming on to be heard on the Debtors' Motion² for entry of an order (a) approving the agreement by and between W.R. Grace & Co.-Conn. and ALCO Iron & Metal Co (the "Agreement") attached hereto as Exhibit 1, as amended by the Second Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions (the "Second Amendment") attached hereto as Exhibit 2; and (b) authorizing the sale of certain assets of W.R. Grace & Co. - Conn. (the "Property") to ALCO Iron & Metal Co.; all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and it appearing

¹ The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co. Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., GC Limited Partners I, Inc., (f/k/a Grace Cocoa Limited Partners I, Inc.), GC Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc. GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

² Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement (as defined below) and the Motion, and to the extent of any inconsistency, the Agreement shall govern.

that the Court has jurisdiction over this matter; the Court having reviewed and considered (i) the Motion, (ii) the Second Amendment to the Agreement, (iii) the Certification of Counsel (iv) the objections thereto, if any, and (v) the arguments of counsel made, and the evidence proffered or adduced, at the hearing on the Motion; it appearing that the relief requested in the Motion and approval of the Agreement and the transactions contemplated thereby is in the best interests of the Debtors, their estates, creditors and other parties in interest; and based on the Motion, the statements of counsel, the record of the hearing on the Motion and the record in these cases; and after due deliberation thereon; and good cause appearing therefore, it is hereby

ORDERED that the Motion is granted; and it is further

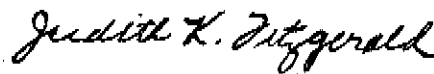
ORDERED that the Debtors execution of the Agreement, as amended by the Second Amendment, is hereby approved; and it is further

ORDERED that the Debtors are authorized to take whatever other actions may be necessary to consummate the transactions contemplated by the Agreement and the Second Amendment; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order; and it is further

ORDERED that this Order is effective immediately upon its entry.

Dated: November 24, 2008


Honorable Judith K. Fitzgerald
U. S. Bankruptcy Judge 